

|  |  |  |  |  |                                    |  |
|--|--|--|--|--|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOAL              | <b>Page</b> 1 <b>of</b> 44                         |
| <b>2. Contract No.</b>   |  | <b>3. Solicitation No.</b><br>W58RGZ-07-R-0557 |  | <b>4. Type of Solicitation</b><br>Negotiated (RFP) | <b>5. Date Issued</b><br>2007JUL16 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>US ARMY AVIATION & MISSILE COMMAND<br>AMSAM-AC-CH-A<br>REDSTONE ARSENAL AL 35898-5280 |  |  | <b>Code</b><br>W58RGZ  | <b>8. Address Offer To (If Other Than Item 7)</b>  |                                    |  |

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time 2007AUG17 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                  |   |   |
|----------------------------------|---|---|
| <b>10. For Information Call:</b> | <b>Name</b> PAUL E WRIGHT<br><b>E-mail address:</b> PAUL.E.WRIGHT@US.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(256) 876-9256 |
|----------------------------------|---|---|

**11. Table Of Contents**

| (X)                          | Section | Description                           | Page(s) | (X)  | Section | Description   | Page(s) |
|------------------------------|---------|---------------------------------------|---------|--|---------|---|---------|
| <b>Part I - The Schedule</b> |         |                                       |         | <b>Part II - Contract Clauses</b>                                    |         |   |         |
| X                            | A       | Solicitation/Contract Form            | 1       | X  | I       | Contract Clauses  | 21      |
| X                            | B       | Supplies or Services and Prices/Costs | 3       | <b>Part III - List Of Documents, Exhibits, And Other Attachments</b> |         |   |         |
| X                            | C       | Description/Specs./Work Statement     | 12      | X  | J       | List of Attachments   | 30      |
| X                            | D       | Packaging and Marking                 | 13      | <b>Part IV - Representations And Instructions</b>                    |         |   |         |
| X                            | E       | Inspection and Acceptance             | 14      | X  | K       | Representations, Certifications, and Other Statements of Offerors | 31      |
| X                            | F       | Deliveries or Performance             | 15      |  |         |   |         |
| X                            | G       | Contract Administration Data          | 17      | X  | L       | Instr., Conds., and Notices to Offerors                           | 36      |
| X                            | H       | Special Contract Requirements         | 18      | X  | M       | Evaluation Factors for Award                                      | 44      |

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
|                  |      |                  |      |
|                  |      |                  |      |

|  |  |   |                 |  |                       |
|--|--|---|-----------------|--|-----------------------|
| <b>15A. Contractor/Offeror/Quoter</b>            |  | <b>Code</b>   | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |                       |
| <b>15B. Telephone Number (Include Area Code)</b> |  | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> Different From Blk 15A-<br>Furnish Such Address In Offer |                 | <b>17. Signature</b>   | <b>18. Offer Date</b> |

**AWARD (To be completed by Government)**

|  |  |                   |   |  |
|--|--|-------------------|---|--|
| <b>19. Accepted As To Items Numbered</b>   |  | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>   |  |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |  |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified) |  |
| <b>24. Administered By (If other than Item 7)</b>  |  |                   | <b>25. Payment Will Be Made By</b>  |  |
| SCD PAS ADP PT   |  |                   |   |  |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |  |                   | <b>27. United States Of America</b><br><br>_____<br>(Signature of Contracting Officer)  |  |
|  |  |                   | <b>28. Award Date</b>   |  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

| Regulatory Cite   | Title                          | Date     |
|---|--------------------------------|----------|
| A-1 52.204-4000   | SIGNATURE AUTHORITY (USAAMCOM) | OCT/2000 |
| (a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation. |                                |          |
| (b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:   |                                |          |
| (1) Furnished as an attachment to its offer; or   |                                |          |
| (2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;  |                                |          |
| (3) Furnished upon receipt of a specific request for the information from the contracting officer.  |                                |          |

(End of Clause)

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W58RGZ-07-R-0557 MOD/AMD | Page 3 of 44 |
|--------------------|---|--------------|

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001    | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NSN: 1560-01-232-7776<br/>FSCM: 81996<br/>PART NR: 145S2552-3<br/>SECURITY CLASS: Unclassified</p> <p>THIS IS A RESTRICTIVE 8A SET-A-SIDE<br/>AND, IS SET-A-SIDE TO CHOCTAW MFG &amp;<br/>DEVELOPMENT CORPORATION</p> <p>CH-47 FLOOR, AIRCRAFT,</p> <p>"This acquisition contains technical data<br/>whose<br/>export is restricted by the Arms Export Control<br/>Act (Title 22, USC., SEC 2751 ET SEQ) or the<br/>Export Administration Act (Title 50, USC.,<br/>APP<br/>2401-2402) Executive Order 121470. This<br/>information cannot be released outside the<br/>United States without prior approval of the<br/>Government."</p> <p>(End of narrative A001)</p> <p>This is an Indefinite Delivery Indefinite<br/>Quantity contract pursuant to FAR 52.216-22.<br/>The Government's quantity to be awarded<br/>simultaneously with the award of the basic<br/>contract is 100 each. The Government's maximum<br/>quantity which may be awarded under this<br/>contract over five separate ordering periods is<br/>500 each. Any quantities ordered will be priced<br/>at the unit price established for the ordering<br/>period in which they are ordered. Estimated<br/>quantity to be procured within a certain period<br/>is specified below. Please insert your Firm<br/>Fixed Unit Price for the 1st, 2nd, 3rd, 4th and<br/>5th year in the spaces provided below. Funds<br/>shall be obligated by issuance of delivery<br/>orders and not by the contract itself.</p> <p>THE GOVERNMENT HAS SEGREGATED THE REQUIREMENT<br/>INTO FIVE ORDERING PERIODS. HOWEVER, THIS DOES<br/>NOT PRECLUDE EXERCISING ITS RIGHTS UNDER FAR<br/>52.216-19 BY ORDERING ONE OR MORE TIMES UP TO<br/>THE MAXIMUM QUANTITY SPECIFIED IN FAR 52.219-<br/>19(b)(1) AT ANY TIME DURING THE LIFE OF THIS<br/>CONTRACT.</p> <p>The first ordering period is from date of award<br/>to the 365 days after contract award (DACA).</p> <p>The 2nd ordering period is from day 366 DACA<br/>through day 730 DACA.</p> <p>The 3rd ordering period is from day 731 DACA</p> |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0001AA  | <p>through 1,095 DACA.</p> <p>The 4th ordering period is from day 1,096 DACA through 1,460 DACA.</p> <p>The 5th ordering period is from 1,461 DACA through 1,825 DACA.</p> <p>The Government intends to award only one basic Indefinite Delivery Indefinite Quantity contract as a result of this solicitation.</p> <p>The estimated (E) quantities listed herein do not commit the Government to order that or any quantity above the minimum quantity.</p> <p>(End of narrative A002)</p>  | 100      | EA   | \$ _____   | \$ _____ |
|         | <p><u>PRODUCTION QUANTITY W/O FIRST ARTICLE</u></p> <p>PROGRAM YEAR: 1<br/>NOUN: FLOOR, AIRCRAFT</p> <p>PRON: AX7C0492AX<br/>NSN: 1560-01-232-7776</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: STDP REV C</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>MIL-STD-2073-1 APPN J/MIL-STD-129 MARKING<br/>UNIT PACK: 001 INTERMEDIATE PACK: 000<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: B</p> <p>MIL-STD-129 Markings Apply</p> <p>LOP PKG-REF LPK PACK-REF QUP ICQ<br/>MILITARY MIL-STD-2073 A 001 000</p> <p>JI/A JII JIII JIV JV JVI JVII JVIII JIX/A JX JVIIIA<br/>MP CD PM WM CD CT UC IC PK SM OPI<br/>10 1 00 FA NA X FD 00 F 00 0</p> <p>BAR CODE MARKING ARE REQUIRED IAW ANSI/AIM-BC1,<br/>UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129.</p> <p>DD FORM 250 IS REQUIRED.</p> |          |      |            |          |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <div>(End of narrative D001)</div> <div><u>Inspection and Acceptance</u><br/>INSPECTION: OriginACCEPTANCE: Origin<br/><br/>FOB POINT: Destination<br/><br/>SHIP TO:<br/>(SW3227)DEF DIST DEPOT RED RIVER<br/>RECEIVING BLDG 499<br/>10TH STREET AND K AVENUE<br/>TEXARKANA TX 75507-5000<br/><br/>*** DELIVERY SCHEDULE ***<br/><br/>Deliveries shall be 100 each per month, beginning<br/>471 days after award of order.<br/><br/>(End of narrative F001)</div>  |          |      |            |        |
| 0001AB  | <div><u>PROD QTY WITH TESTING</u><br/><br/>PROGRAM YEAR: 1<br/>NOUN: FLOOR AIRCRAFT<br/><br/>PRON: AX7C0492AX<br/>NSN: 1560-01-232-7776<br/><br/>(End of narrative B001)</div> <div><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: STDP REV C<br/><br/><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>MIL-STD-2073-1 APPN J/MIL-STD-129 MARKING<br/>UNIT PACK: 001INTERMEDIATE PACK: 000<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: B<br/><br/>MIL-STD-129 Markings Apply<br/><br/>LOPPKG-REFLPKPACK-REFQUPICQ<br/>MILITARYMIL-STD-2073A001000<br/><br/>JI/AJIIJIIIJIVJVIJVIJVIJVIJIX/AJXJVIIIA<br/>MPCDPMWMCDCTUCICPKSMSOPI<br/>10100FANA XFD00F000</div> | 100      | EA   | \$         | \$     |

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|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W58RGZ-07-R-0557 MOD/AMD | Page 6 of 44 |
|--------------------|---|--------------|

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
|         | <p>BAR CODE MARKING ARE REQUIRED IAW ANSI/AIM-BC1,<br/>UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129.</p> <p>DD FORM 250 IS REQUIRED.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin<br/>Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>(SW3227) DEF DIST DEPOT RED RIVER<br/>RECEIVING BLDG 499<br/>10TH STREET AND K AVENUE<br/>TEXARKANA TX 75507-5000</p> <p>*** DELIVERY SCHEDULE ***</p> <p>Deliveries shall be 100 each per month, begining<br/>707 days after award of order.</p> <p>(End of narrative F001)</p> |          |      |              |              |
| 0001AC  | <p><u>FIRST ARTICLE TEST REPORT</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TESTING (FAT) WILL BEGIN 441 DACA<br/>AND END 444 DACA. THE FAT Testing report is due<br/>459 DACA. Approval of FAT Report from the<br/>Government is due 30 days after receipt<br/>of test report.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL</p>  | 1        | LO   | \$ ** NSP ** | \$ ** NSP ** |

[illegible]

Name of Offeror or Contractor:

| ITEM NO  | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT   |     |     |          |              |   |  |     |     |         |    |          |          |
|----------|--|----------|----------|------------|----------|-----|-----|----------|--------------|---|--|-----|-----|---------|----|----------|----------|
|          | <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>(Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>              (SHIP TO) WILL BE FURNISHED BY THE<br/>              GOVERNMENT 30 DAYS PRIOR TO THE<br/>              SCHEDULED DELIVERY DATE FOR ITEMS<br/>              REQUIRED UNDER THIS REQUISITION.</p> <p>THE ESTIMATED QUANTITY FOR THIS CLIN IS 100 EACH.<br/>DELIVERY SHALL BE 471 DAYS AFTER CONTRACT AWARD.</p> <p>(End of narrative F001)</p>  |          |          |            |          |     |     |          |              |   |  |     |     |         |    |          |          |
| 0003     | <p>NSN: 1560-01-232-7776<br/>FSCM: 81996<br/>PART NR: 145S2552-3<br/>SECURITY CLASS: Unclassified</p>  |          |          |            |          |     |     |          |              |   |  |     |     |         |    |          |          |
| 0003AA   | <p><u>ORDERING PERIOD THREE</u></p> <p>NOUN: FLOOR, AIRCRAFT</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: STDP REV C</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>      MIL-STD-2073-1 APPN J/MIL-STD-129 MARKING<br/>UNIT PACK: 001      INTERMEDIATE PACK: 000<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: B</p> <p>      MIL-STD-129 Markings Apply</p> <table><tr><td>LOP</td><td>PKG-REF</td><td>LPK</td><td>PACK-REF</td><td>QUP</td><td>ICQ</td></tr><tr><td>MILITARY</td><td>MIL-STD-2073</td><td>A</td><td></td><td>001</td><td>000</td></tr></table> <p>J I/A   J II   J III   J IV   J V   J VI   J VII   J VII   J IX/A   J X   J VIII A<br/>MP   CD   PM   WM   CD   CT   UC   IC   PK   SM   OPI<br/>10   1   00   FA   NA   X   FD   00   F   00   0</p> <p>BAR CODE MARKING ARE REQUIRED IAW ANSI/AIM-BC1,<br/>UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129.</p> <p>DD FORM 250 IS REQUIRED.</p> <p>(End of narrative D001)</p> | LOP      | PKG-REF  | LPK        | PACK-REF | QUP | ICQ | MILITARY | MIL-STD-2073 | A |  | 001 | 000 | 100 (E) | EA | \$ _____ | \$ _____ |
| LOP      | PKG-REF  | LPK      | PACK-REF | QUP        | ICQ      |     |     |          |              |   |  |     |     |         |    |          |          |
| MILITARY | MIL-STD-2073   | A        |          | 001        | 000      |     |     |          |              |   |  |     |     |         |    |          |          |



Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
|         | <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>THE ESTIMATED QUANTITY FOR THIS CLIN IS 100 EACH.<br/>DELIVERY SHALL BE 471 DAYS AFTER CONTRACT AWARD.</p> <p>(End of narrative F001)</p>   |          |      |            |          |
| 0004    | <p>NSN: 1560-01-232-7776<br/>FSCM: 81996<br/>PART NR: 145S2552-3<br/>SECURITY CLASS: Unclassified</p>   |          |      |            |          |
| 0004AA  | <p><u>ORDERING PERIOD FOUR</u></p> <p>PROGRAM YEAR: 4<br/>NOUN: FLOOR, AIRCRAFT</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: STDP REV C</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>MIL-STD-2073-1 APPN J/MIL-STD-129 MARKING<br/>UNIT PACK: 001      INTERMEDIATE PACK: 000<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: B</p> <p>MIL-STD-129 Markings Apply</p> <p>LOP      PKG-REF      LPK      PACK-REF      QUP      ICQ<br/>MILITARY      MIL-STD-2073      A                001      000</p> <p>JI/A    JII    JIII    JIV    JV    JVI    JVII    JVII    JIX/A    JX    JVIII/A<br/>MP    CD    PM    WM    CD    CT    UC    IC    PK    SM    OPI<br/>10    1    00    FA    NA    X    FD    00    F    00    0</p> <p>BAR CODE MARKING ARE REQUIRED IAW ANSI/AIM-BC1,<br/>UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129.</p> <p>DD FORM 250 IS REQUIRED.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> | 100 (E)  | EA   | \$ _____   | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
|         | INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE<br>(SHIP TO) WILL BE FURNISHED BY THE<br>GOVERNMENT 30 DAYS PRIOR TO THE<br>SCHEDULED DELIVERY DATE FOR ITEMS<br>REQUIRED UNDER THIS REQUISITION.<br><br>THE ESTIMATED QUANTITY FOR THIS CLIN IS 100 EACH.<br>DELIVERY SHALL BE 471 DAYS AFTER CONTRACT AWARD.<br><br>(End of narrative F001)   |          |      |            |          |
| 0005    | NSN: 1560-01-232-7776<br>FSCM: 81996<br>PART NR: 145S2552-3<br>SECURITY CLASS: Unclassified   |          |      |            |          |
| 0005AA  | <u>ORDERING PERIOD FIVE</u><br><br>PROGRAM YEAR: 5<br>NOUN: FLOOR, AIRCRAFT<br><br><u>Description/Specs./Work Statement</u><br>TOP DRAWING NR: STDP REV C<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>MIL-STD-2073-1 APPN J/MIL-STD-129 MARKING<br>UNIT PACK: 001            INTERMEDIATE PACK: 000<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B<br><br>MIL-STD-129 Markings Apply<br><br>LOP            PKG-REF            LPK    PACK-REF    QUP    ICQ<br>MILITARY   MIL-STD-2073        A                        001    000<br><br>JI/A   JII   JIII   JIV   JV   JVI   JVII   JVIII   JIX/A   JX   JVIII/A<br>MP   CD   PM   WM   CD CT UC   IC   PK       SM   OPI<br>10   1   00   FA   NA X   FD   00   F       00   0<br><br>BAR CODE MARKING ARE REQUIRED IAW ANSI/AIM-BC1,<br>UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129.<br><br>DD FORM 250 IS REQUIRED.<br><br>(End of narrative D001) | 100 (E)  | EA   | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:</p> <p>(Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE</p> <p>              (SHIP TO) WILL BE FURNISHED BY THE</p> <p>              GOVERNMENT 30 DAYS PRIOR TO THE</p> <p>              SCHEDULED DELIVERY DATE FOR ITEMS</p> <p>              REQUIRED UNDER THIS REQUISITION.</p> <p>THE ESTIMATED QUANTITY FOR THIS CLIN IS 100 EACH.</p> <p>DELIVERY SHALL BE 471 DAYS AFTER CONTRACT AWARD.</p> <p>(End of narrative F001)</p> |          |      |            |        |

|                                       |  |                      |
|---------------------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 12 of 44</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| C-1 | 52.209-4009            | STATEMENT OF WORK--FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS<br>(USAAMCOM) | JUL/1996    |

(a) The first article shall be in accordance with TPN 145S2552-3 and the technical data packaging list on CD AX7C0492, dated June 7, 2007. All engineering testing, which is to be performed by the Government, shall be separate and distinct from the first article inspection and test requirement. First article inspections and tests shall include, but are not limited to, the following requirements:

"(1) A 100% inspection (or as set forth in relevant specifications) of all physical characteristics, to include but not limited to, any dimensions, certifications for materials, processes and/or procedures, as well as any other requirements which may be set forth by other applicable specifications, or in any procurement packages, technical drawings, technical data packages, and/or any other special/functional testing as set forth in this contract; and

"(2) A review for compliance to identification marking for parts, components and/or assemblies; and

"(3) A review for compliance with preservation, packaging, packing, and marking requirements; and

"(4) A review for compliance with special requirements within the specifications and drawings or as otherwise stated in this contract for the use of pre-approved parts, components, assemblies, and/or sources; and

"(5) The verification through objective evidence that all of the inspection, testing, measuring and diagnostic equipment used in the inspection/test of the first article pieces(s) are maintained in accordance with applicable calibration standards.

(b) (X) The Contractor shall not retain the first article provided under this contract, throughout production, to serve as the manufacturing standard of acceptance.

"(  ) The Contractor shall retain the first article provided under this contract, throughout production, to serve as the manufacturing standard of acceptance. However, in the event it is discovered that the first article is deficient in any respect, the contract specifications shall be the manufacturing standard of acceptance. Subject to the approval of the procuring contracting officer, the first article may be shipped as the last unit on the contract, provided the Contractor reconditions the unit to meet all the terms and conditions for acceptance as set forth in this contract.

(c) Unless otherwise specified in this contract, any item destroyed or consumed during the inspection and testing process is not to be considered as part of the contract quantity. The full quantity of acceptable and serviceable items must be delivered.

(d) Unless otherwise agreed upon by the Government and the Contractor, the first article inspection and test shall be conducted at a single location, preferably at the intended site of manufacture. As part of the first article inspection and test, the Government may require the Contractor or its subcontractor to produce or demonstrate any or all of the following:

"(1) Proof that a quality/inspection program/system exists, is in place and functional at the time of the first article inspection and test.

"(2) Proof that any fixtures, tool masters, jigs, or similar devices used, in the inspection and/or testing of the first article, have been subjected to an initial inspection, or other suitable means supporting their accuracy, before being used in the manufacturing/production process.

"(3) A complete detailed description of inspection/test records shall be prepared and available at the time of the first article inspection and test. These records shall include, but are not limited to, records encompassing the manufacturing, processing, inspecting, accepting/rejecting, controlling and testing of parts, components, and/or assemblies. Examples of such records may include, but are not limited to, receiving/incoming/in-process/final inspection, process control, disposition of non-conforming material, inspection and testing done during fabrication and assembly, certification and qualification of special processes and special process personnel, written schedules and records of required periodic inspections, and the calibration and certification of all inspection, measuring, diagnostic and test equipment used.

(e) The first article inspection and test report shall consist of all the necessary documentation to demonstrate and support full compliance with the first article inspection and test requirements as set forth in this contract.

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

| Regulatory Cite  | Title   | Date     |
|--|---|----------|
| D-1 52.208-4700  | REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) | JUL/2001 |
| If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate. |   |          |

(End of Clause)

|  |                              |          |
|--|------------------------------|----------|
| D-2 52.247-4700  | BAR CODE MARKINGS (USAAMCOM) | JUN/2003 |
| Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbolology Specification - Code 39. |                              |          |

(End of Clause)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|     | Regulatory Cite | Title                                     | Date     |
|-----|-----------------|---|----------|
| E-1 | 52.246-2        | INSPECTION OF SUPPLIES--FIXED-PRICE       | AUG/1996 |
| E-2 | 52.246-16       | RESPONSIBILITY FOR SUPPLIES               | APR/1984 |
| E-3 | 52.246-11       | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999 |

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

| Title   | Number | Date | Tailoring |
|---|--------|------|-----------|
| [ ] HIGHER LEVEL CONTRACT QUALITY REQUIREMENT ANSI/AQSC Q9002 OR EQUIVALENT |        |      |           |
| [ ] -1-   | -2-    | -3-  | -4-       |
| (End of Clause)   |        |      |           |

E-4 52.246-4003 TERMINOLOGY/CALIBRATION (USAAMCOM) AUG/1996  
(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 15 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|     | <u>Regulatory Cite</u> | <u>Title</u>                                   | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-17              | GOVERNMENT DELAY OF WORK                       | APR/1984    |
| F-2 | 52.247-29              | F.O.B. ORIGIN                                  | FEB/2006    |
| F-3 | 52.247-30              | F.O.B. ORIGIN, CONTRACTOR'S FACILITY           | FEB/2006    |
| F-4 | 52.247-31              | F.O.B. ORIGIN, FREIGHT ALLOWED                 | FEB/2006    |
| F-5 | 52.247-34              | F.O.B. DESTINATION                             | NOV/1991    |
| F-6 | 52.247-48              | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT       | FEB/1999    |
| F-7 | 52.247-59              | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984    |
| F-8 | 52.247-61              | F.O.B.--ORIGIN--MINIMUM SIZE OF SHIPMENTS      | APR/1984    |
| F-9 | 52.247-33              | F.O.B. ORIGIN, WITH DIFFERENTIALS              | FEB/2006    |

(a) The term f.o.b. origin, with differentials, as used in this clause, means --

(1) Free of expense to the Government delivered --

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carriers wharf (at shipside, within reach of the ships loading tackle, when the shipping point is within a port area having water transportation service) or the carriers freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractors offer may be added to the contract price.

(b) The Contractor shall --

(1)(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carriers conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

|  |  |   |
|--|--|---|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W58RGZ-07-R-0557      MOD/AMD</p> | <p style="text-align: center;"><b>Page 16 of 44</b></p> |
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**Name of Offeror or Contractor:**

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carriers conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government; and

(vi) The signature of the carriers agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c)(1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractors plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offerors lowest cost when the offeror ships for the offerors account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractors invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractors shipping plant or point to carriers facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offerors differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_ (carload, truckload, less-load,

\_\_\_\_\_ wharf, flatcar, driveaway, etc.)

(End of Clause)



|                    |   |         |               |
|--------------------|---|---------|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued |         | Page 17 of 44 |
|                    | PIIN/SIIN W58RGZ-07-R-0557                | MOD/AMD |               |

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

| Regulatory Cite   | Title   | Date     |
|---|---|----------|
| G-1 52.242-4001   | PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM) | OCT/2000 |
| (a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract. |   |          |

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSAM-AC-LS  
Redstone Arsenal, AL 35898-5000

(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSAM-SA  
Redstone Arsenal, AL 35898-5000

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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 18 of 44</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

SECTION H - SPECIAL CONTRACT REQUIREMENTS

|  | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|--|------------------------|--|-------------|
| H-1  | 52.243-4000            | ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS | JUN/2005    |
| 1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.   |                        |  |             |
| 2. <u>Format.</u>  |                        |  |             |
| <p>a. Class 1 ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.</p> |                        |  |             |
| <p>b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.</p>   |                        |  |             |
| <p>c. Short Form Procedure: ECPs and VECPS , which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."</p>  |                        |  |             |
| <p>d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I, see block 5 on the form).</p>  |                        |  |             |
| <p>e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFW. RFWs shall be prepared using AMSAM-RD Form 527) or AMSRD-AMR Form 530 (Type II, see block 5 on the form).</p>   |                        |  |             |
| <p>f. Each ECP, RFD or RFW shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal.</p>   |                        |  |             |
| g. Classification of RFDs/RFWs.  |                        |  |             |
| <p>(1) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.</p>   |                        |  |             |
| <p>(2) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.</p>   |                        |  |             |
| <p>(3) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.</p>  |                        |  |             |
| h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.  |                        |  |             |
| i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.  |                        |  |             |
| j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor   |                        |  |             |

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| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 19 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

k. Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECs, RFWs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFWs. For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center  
ATTN: AMSRD-AMR-SE-TD-CM  
Redstone Arsenal, Al 35898-5000  
Telephone: 256-876-1335

c. Hard Copy Distribution of VECs. For each VEC that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VEC that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VEC to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center  
ATTN: AMSRD-AMR-SE-IO-VE  
Redstone Arsenal, Al 35898-5000  
Telephone: 256-876-8163

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of

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|---------------------------|--|-----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page</b> 20 <b>of</b> 44 |
|---------------------------|--|-----------------------------|

**Name of Offeror or Contractor:**

acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

| CONTINUATION SHEET | Reference No. of Document Being Continued |         | Page 21 of 44 |
|--------------------|---|---------|---------------|
|                    | PIIN/SIIN W58RGZ-07-R-0557                | MOD/AMD |               |

**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | JUL/2004    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | JUL/1995    |
| I-6  | 52.203-8               | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | SEP/2005    |
| I-9  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | AUG/2000    |
| I-10 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP/2006    |
| I-11 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-12 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990    |
| I-13 | 52.215-10              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA   | OCT/1997    |
| I-14 | 52.215-12              | SUBCONTRACTOR COST OR PRICING DATA   | OCT/1997    |
| I-15 | 52.215-14              | INTEGRITY OF UNIT PRICES   | OCT/1997    |
| I-16 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT/2004    |
| I-17 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | JUL/2005    |
| I-18 | 52.215-21              | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COSTS OR PRICING DATA--MODIFICATIONS                     | OCT/1997    |
| I-19 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | MAY/2004    |
| I-20 | 52.219-14              | LIMITATIONS ON SUBCONTRACTING  | DEC/1996    |
| I-21 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | JAN/2006    |
| I-22 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996    |
| I-23 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-24 | 52.222-26              | EQUAL OPPORTUNITY  | MAR/2007    |
| I-25 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | SEP/2006    |
| I-26 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998    |
| I-27 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | SEP/2006    |
| I-28 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | FEB/2006    |
| I-29 | 52.227-1               | AUTHORIZATION AND CONSENT  | JUL/1995    |
| I-30 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996    |
| I-31 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | APR/2003    |
| I-32 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-33 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002    |
| I-34 | 52.232-11              | EXTRAS   | APR/1984    |
| I-35 | 52.232-23              | ASSIGNMENT OF CLAIMS - ALTERNATE I   | APR/1984    |
| I-36 | 52.232-25              | PROMPT PAYMENT   | OCT/2003    |
| I-37 | 52.233-1               | DISPUTES   | JUL/2002    |
| I-38 | 52.233-3               | PROTEST AFTER AWARD  | AUG/1996    |
| I-39 | 52.233-4               | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  | OCT/2004    |
| I-40 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| I-41 | 52.243-1               | CHANGES--FIXED PRICE   | AUG/1987    |
| I-42 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS  | MAR/2007    |
| I-43 | 52.247-63              | PREFERENCE FOR U.S.-FLAG AIR CARRIERS  | JUN/2003    |
| I-44 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | MAY/2004    |
| I-45 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984    |

|                                |   |               |
|--------------------------------|---|---------------|
| CONTINUATION SHEET             | Reference No. of Document Being Continued | Page 22 of 44 |
|                                | PIIN/SIIN W58RGZ-07-R-0557 MOD/AMD        |               |
| Name of Offeror or Contractor: |   |               |

|      | Regulatory Cite | Title   | Date     |
|------|-----------------|---|----------|
| I-46 | 52.253-1        | COMPUTER GENERATED FORMS  | JAN/1991 |
| I-47 | 252.203-7001    | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                | DEC/2004 |
| I-48 | 252.204-7000    | DISCLOSURE OF INFORMATION   | DEC/1991 |
| I-49 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992 |
| I-50 | 252.205-7000    | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991 |
| I-51 | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | DEC/2006 |
| I-52 | 252.215-7002    | COST ESTIMATING SYSTEM REQUIREMENTS   | DEC/2006 |
| I-53 | 252.225-7006    | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | MAY/2007 |
| I-54 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | JAN/2007 |
| I-55 | 252.226-7001    | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-56 | 252.231-7000    | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991 |
| I-57 | 252.232-7010    | LEVIES ON CONTRACT PAYMENTS   | DEC/2006 |
| I-58 | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991 |
| I-59 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT   | MAR/1998 |
| I-60 | 252.246-7000    | MATERIAL INSPECTION AND RECEIVING REPORT  | MAR/2003 |
| I-61 | 252.247-7023    | TRANSPORTATION OF SUPPLIES BY SEA   | MAY/2002 |
| I-62 | 52.209-3        | FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING  | SEP/1989 |

(a) The Contractor shall test 1 unit of Lot/Item 0001AB as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 459 calendar days from the date of this contract to the address noted in the solicitation/contract, marked First Article Test Report: Contract No. TBD, Lot/Item No. 0001AB. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor

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|---------------------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 23 of 44</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

may request a waiver.

(End of Clause)

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| I-63 | 52.216-18 | ORDERING | OCT/1995 |
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through 1,825 DAYS AFTER AWARD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

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| I-64 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 500;

(2) Any order for a combination of items in excess of 500; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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| I-65 | 52.216-22 | INDEFINITE QUANTITY | OCT/1995 |
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 24 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

Contractor shall not be required to make any deliveries under this contract after delivery of all quantities ordered during the effective period of this contract.

(End of Clause)

I-66      252.219-7009      SECTION 8(a) DIRECT AWARD      MAR/2002

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Small and Disadvantaged Business Utilization Office  
Attn: Mrs. Dorothy Overal  
210 Park Avenue, Suite 1300  
Oklahoma City, OK 73102

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBAs 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

I-67      52.215-19      NOTIFICATION OF OWNERSHIP CHANGES      OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).



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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 25 of 44</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

(End of Clause)

I-68                      52.222-39                      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR                      DEC/2004  
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

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|---------------------------------------|---|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557<br><b>MOD/AMD</b> | <b>Page 26 of 44</b> |
| <b>Name of Offeror or Contractor:</b> |   |                      |

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-69                      52.252-2                      CLAUSES INCORPORATED BY REFERENCE                      FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

I-70                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by

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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W58RGZ-07-R-0557      MOD/AMD</p> | <p style="text-align: center;"><b>Page 27 of 44</b></p> |
|--|--|---|

**Name of Offeror or Contractor:**

the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-71      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-72      52.209-4001      FIRST ARTICLE APPROVAL: ALTERNATE OFFERS/BIDS/QUOTES (USAAMCOM)      OCT/1992

(a) When supplies identical or similar to those called for in the solicitation have been previously furnished by the offeror/bidder/quoter and have been accepted by the Government, the requirement for First Article Approval may be waived by the Contracting Officer. However, the Contracting Officer may determine the waiver of the First Article Approval requirement is not in the best interest of the Government; therefore, all offerors/bidders/quoters must submit an offer/bid/quote based on compliance with the First Article Approval provisions of this solicitation in order to insure being considered responsive. This offer/bid/quote must appear

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 28 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

in the "Offer "A" - First Article Approval - Contractor Testing Required/"Bid "A" - First Article Approval - Contracor Testing Required" portion of Section B for each item requiring First Article Approval.

(b) All offerors/bidders/quoters who have previously furnished supplies identical or similar to those called for in this solicitation, which have been accepted by the Government, are urged to also submit an offer/bid/quote based on exclusion of the requirement for First Article Approval. Offerors/bidders/quoters who submit an offer/bid/quote based on exclusion of the requirement for First Article Approval must furnish test reports or other evidence (e.g., number of contract covering a prior procurement or test) with the offer/bid/quote to show that he has manufactured and delivered under any prior Government contract the First Article and/or production equipment which, in the case of First Article equipment has been approved or conditionally approved prior to the closing date of this Request for Proposal/Request for Quotation/opening date of this Invitation for Bid or, in the case of production equipment, has been accepted by the Government prior to said date of closing/opening. Such test reports or other evidence shall be considered in determining whether Government approval without a First Article Approval requirement may be appropriate for the pending procurement.

(c) For the purpose of this solicitation the terms "First Article Approval", "Preproduction Inspection", "Preproduction Sample Testing", or other similarly described testing are synonymous.

(End of Clause)

I-73 52.219-4702 PILOT MENTOR-PROTEGE PROGRAM

NOV/2006

1. The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.

2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-Protege relationship.

b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --

- 1) A graduated 8(a) firm that provides documentation of its ability to serve as a mentor;
- 2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and
- 3) A graduate of the 8(a) program. A firm's graduation can be validated by either

(a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (<http://www.ccr.gov/>) if the firm retains its small business size, or

(b) Contacting the graduated 8(a) firm's SBA District Office.

3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZone). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZone Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.

4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency (DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 29 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.

6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.

7. Full details of the program are located at [http://www.acq.osd.mil/osbp/mentor\\_protege/](http://www.acq.osd.mil/osbp/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.

8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>               | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|----------------------------|-------------|----------------------------------|-----------------------|
| Attachment 0001                  | PACKAGING REQUIREMENT LIST | 07-JUN-2007 | 002                              |                       |

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

| SECTION | TITLE  |
|---------|--|
| K       | Representations, Certifications and Other Statements of Offeror. |
| L       | Instructions And Conditions, and Notices to Offerors.            |

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 31 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 52.203-11              | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN<br>FEDERAL TRANSACTIONS | SEP/2005    |
| K-2 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST<br>COUNTRY               | OCT/2006    |
| K-3 | 52.204-8               | ANNUAL REPRESENTATIONS AND CERTIFICATIONS  | JAN/2006    |

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|            |       |      |        |
|            |       |      |        |
|            |       |      |        |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W58RGZ-07-R-0557      MOD/AMD</p> | <p style="text-align: center;"><b>Page 32 of 44</b></p> |
|--|--|---|

**Name of Offeror or Contractor:**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
 \_\_\_ is,  
 \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that is  
 \_\_\_ is,  
 \_\_\_ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It \_\_\_ is,  
 \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_ is,  
 \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]  
 Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).



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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W58RGZ-07-R-0557      MOD/AMD</p> | <p style="text-align: center;"><b>Page 33 of 44</b></p> |
|--|--|---|

**Name of Offeror or Contractor:**

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern

- (1) Means a small business concern
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firms status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-5      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

- (i) The Offeror and/or any of its Principals --
  - (A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 34 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

by any Federal agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-6                      52.222-22                      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                      FEB/1999

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-7                      52.222-25                      AFFIRMATIVE ACTION COMPLIANCE                      APR/1984

The offeror represents that

(a) It [ ] has developed and has on file,  
[ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and

Name of Offeror or Contractor:

regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

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|-----|--------------|---|----------|
| K-8 | 252.247-7022 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA | AUG/1992 |
|-----|--------------|---|----------|

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 36 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.215-16              | FACILITIES CAPITAL COST OF MONEY  | JUN/2003    |
| L-2 | 52.215-20              | REQUIREMENTS OF COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE I | OCT/1997    |

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b)(1) The offeror shall submit cost or pricing data and supporting attachments to support each line item cost.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

|     |           |  |          |
|-----|-----------|--|----------|
| L-3 | 52.215-20 | REQUIREMENTS OF COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - ALTERNATE IV | OCT/1997 |
|-----|-----------|--|----------|

(a) Submission of cost or pricing data is not required, HOWEVER OTHER THAN COST AND PRICING DATA MUST BE PROVIDED.

(End of clause)

| CONTINUATION SHEET             | Reference No. of Document Being Continued<br>PIIN/SIIN W58RGZ-07-R-0557 MOD/AMD | Page 37 of 44 |
|--------------------------------|---|---------------|
| Name of Offeror or Contractor: |   |               |

L-4                      52.216-1                      TYPE OF CONTRACT                      APR/1984

The Government contemplates award of a firm fixed price indefinite delivery indifinite quantity type contract resulting from this solicitation.

(End of Provision)

L-5                      52.252-1                      SOLICITATION PROVISIONS INCORPORATED BY REFERENCE                      FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

L-6                      52.252-5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-7                      52.204-4000                      SIGNATURE AUTHORITY (USAAMCOM)                      OCT/2000

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of provision)

L-8                      52.209-4006                      FINANCIAL AND TECHNICAL ABILITY (USAAMCOM)                      OCT/1992

(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

|                                       |  |                      |
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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 38 of 44</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

L-9                      52.211-4000                      NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY                      OCT/2000  
OR OTHER THAN NEW MATERIAL (USAAMCOM)

(a) Offerors are directed to the clause in Section I of this solicitation entitled "Material Requirements", FAR 52.211-5. Other than new material, residual inventory resulting from terminated or completed Government contracts or former Government surplus property shall not be furnished under any contract resulting from this solicitation unless expressly approved by the contracting officer. Unless the offeror specifies otherwise, the offeror represents that the supplies and components offered are new, not reconditioned and are not of such age or so deteriorated as to impair their usefulness or safety. If the offeror proposes to furnish any item or component which is recycled, recovered, remanufactured, used or reconditioned material, residual inventory resulting from terminated Government contracts or completed contracts (production overrun), or former Government surplus property, the offeror shall, as part of its offer, provide the following information regarding the items or components offered:

1. General Information.

- a. National Stock Number (NSN): \_\_\_\_\_
- b. Nomenclature: \_\_\_\_\_
- c. Part Number: \_\_\_\_\_
- d. Manufacturer: \_\_\_\_\_
- e. Quantity Offered: \_\_\_\_\_
- f. Date of Manufacture: \_\_\_\_\_

2. Condition Information.

- a. The items are:
  - ( ) Ready-for-issue.
  - ( ) Not Ready-for-issue.
- b. Are the items new and unused \_\_\_\_\_
- c. Are the items used \_\_\_\_\_
- d. Have the items been refurbished, reconditioned, overhauled, repaired or remanufactured \_\_\_\_\_

If so, describe when, where, and how the refurbishment, reconditioning, repair, overhaul or remanufacture was performed, including the extent of these efforts and type of quality assurance program utilized (FAA, MIL-Q-9858A, MIL-I-45208A, ANSI/ASQC Q9001 (ISO 9001), ANSI/ASQC Q9002 (ISO 9002), ANSI/ASQC Q9003 (ISO 9003)). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- e. Are the items corroded or otherwise damaged by time or elements \_\_\_\_\_  
If so, describe. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- f. If the items are used, provide service history on specific Time Before Overhaul (TBO) or specific retirement life items. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Source of Items.

- a. The items were purchased by the offeror as:
  - ( ) Production rejects.

|                    |   |               |
|--------------------|---|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W58RGZ-07-R-0557 MOD/AMD | Page 39 of 44 |
|--------------------|---|---------------|

Name of Offeror or Contractor:

( ) Production Overrun.

( ) Scrap.

( ) Government Surplus from the Government.

( ) Residual inventory resulting from terminated Government contracts.

( ) Other, describe. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. If the items were purchased from the Government as surplus property indicate the agency from which the items were purchased including location, the date of purchase, and sale number. Any documentation substantiating purchase information should be provided. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Can the items be traced to specific contracts under which the items were originally procured by the Government

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If so, indicate the Government contract number(s) and provide any available supporting information.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. If the items were not purchased by your firm from the Government as surplus indicate the source of the material and provide any available information tracing the item to the original manufacturer and applicable manufacturing contract, including date and sale number, if applicable. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

d. If the item is a "Flight Safety Part":

(1) Provide evidence that the item was manufactured in accordance with Quality Engineering (QE) Standard 1.

(2) For flight safety parts requiring "Engineering Testing", provide information documenting that the items were manufactured by a firm which has completed required engineering testing.

4. Storage Condition.

a. The items are currently stored:

( ) Outdoors, uncovered.

( ) Outdoors, covered.

( ) Roofed.

( ) Warehouse, climate uncontrolled.

( ) Warehouse, climate controlled.

b. Provide any information available concerning storage conditions prior to your acquisition of the item. \_\_\_\_\_

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|---------------------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 40 of 44</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

5. Packaging Information.

The items are:

( ) In original packaging (describe packaging) \_\_\_\_\_

( ) Have been repacked (describe packaging) \_\_\_\_\_

( ) Are unpackaged.

6. The items ( ) do, ( ) do not have data plates attached. If data plates are attached, provide the information contained therein. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The items ( ) do, ( )do not contain serial numbers. If serial numbers are present indicate. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. The offeror ( ) does, ( ) does not have in his possession the drawings/specifications for the material offered. The revision letter code(s) and date(s) on such drawings/specifications for the item are letter code(s) \_\_\_\_\_, dated \_\_\_\_\_.

9. The full quantities of the material offered ( ) are, ( ) are not currently available for shipment.

(b) The Government, when deemed necessary, may require information concerning the material offered in addition to the above. As part of the pre-award responsibility determination efforts, the Government may perform on-site inspections to verify the offeror's ability to perform.

(c) If the Government determines that former Government surplus, residual inventory from terminated or completed contracts, or used or reconditioned material meets the minimum needs of the Government for this procurement, the following applies:

(1) All contractor records of inspection or corrective actions pertaining to the offered items shall be documented in accordance with paragraphs 4.10, 4.14, and 4.16 of ISO 9001.

(2) Any measuring and test equipment devices used by the offeror in inspection of the items offered shall be calibrated in accordance with paragraph 4.11 of ISO 9001.

(3) In the event of award neither the fact that the offeror does not have drawings or specifications nor the fact that in-process Government inspection cannot be performed relieves the offeror from the obligation to furnish material which fully complies with all requirements of this solicitation or resulting contract. The offeror's responsibility to perform is neither diminished by the fact that the Government performed a pre-award survey on the items to be delivered nor the contractor's compliance with all tracing requirements.

The offered items must meet the requirements of the current contract, whether or not the items met agency requirements in existence at the time the items were initially manufactured or sold to the Government. The Government has the right to terminate any resulting contract for default if unacceptable items are tendered and to utilize all remedies provided in the termination for default clause of this contract.

(End of Provision)



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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 41 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Explanation of Data Rights: \_\_\_\_\_

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of provision)

L-11            52.211-4009            SPECIAL NOTICE OF CONTRACTOR RESPONSIBILITIES FOR COMPONENTS AND TOOLING (USAAMCOM)            OCT/1992

Offerors are cautioned to carefully review all specifications in order to identify required, restricted vendor components and sources. When such restrictions apply, only components from such approved sources, manufactured to the same quality standards required by the source approval activity, may be used in manufacturing the end item. It is the responsibility of the bidder/offeror to make arrangements for obtaining required components, forgings or castings, and any necessary tooling, including but not limited to permission from the owner to use any and all tooling, dies, fixtures and facilities necessary to produce the required components, forgings or castings. Before award, offeror may be required to document provisions made for obtaining required components, forgings, castings and any other tooling.

L-12            52.215-4002            CONTRACT PRICING PROPOSAL (USAAMCOM)            JUL/2001

(a) Your proposal must Conform with the instructions in FAR 15.403-5(b)(1) and Table 15-2. Prospective offerors are encouraged to submit the maximum information available.

(b) Additionally, one copy of each pricing proposal in excess of \$550,000 shall be submitted to the cognizant Plant Representative Office/Contract Administration Office and one copy to the cognizant Defense Contract Audit Agency (DCAA).

(c) As soon as possible after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

(End of Provision)

L-13            52.215-4003            COST OF MONEY (USAAMCOM)            MAR/2000

Proposed Cost of Money must be submitted by asset type, i.e., land, building, and equipment. Accordingly, the data required by Form Cost Accounting Standards Board - Cost of Money Factors (Form CASB-CMF) must be delineated for each of the three aforesated asset types consistent with Department of Defense (DD) Form 1861, dated JUN 98.

(End of provision)

L-14            52.215-4716            PARTICIPATION IN THE PARTNERING PROCESS (USAAMCOM)            MAY/2003

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor,

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 42 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American warfighter with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communications, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of the Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering Guide.

For information about the Partnering process and procedures the Partnering Success Guide may be found at [http://www.amc.army.mil/amc/command\\_counsel/partnering.html](http://www.amc.army.mil/amc/command_counsel/partnering.html).

- L-15            52.219-4000            SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM) - ALTERNATE I (USAAMCOM)            OCT/2000
- (a) Concurrent with the offer in response to this solicitation, the offeror shall submit five (5) copies of the subcontracting plan required by the clause in Section I, FAR 52.219-9, entitled "Small Business Subcontracting Plan". Note that such a plan is not required of offerors that are small businesses.
- (b) Each page of the subcontracting plan shall be marked with solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal.
- (c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgement of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

(End of provision)

- L-16            52.229-4000            CALIFORNIA SALES AND USE TAX (USAAMCOM)            AUG/2001
- If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Provision)

- L-17            52.233-4703            AMC-LEVEL PROTEST PROGRAM            MAY/2004

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-R-0557 <b>MOD/AMD</b> | <b>Page 43 of 44</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command  
Office of Command counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/bidprotest.html](http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

L-18      52.245-4003      PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-OWNED PRODUCTION PROPERTY (USAAMCOM)      OCT/1992

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

(c) No use of Government-owned production property shall be authorized unless such is approved in writing by the cognizant Contracting Officer and either (i) rent is charged, (ii) the contract price is reduced by an equivalent amount, or (iii) rent-free use is evaluated by factors set forth herein.

NOTE: In responding to Invitations For Bids only, Bidders who condition their bids on use of Government-owned production property, who do not furnish all the information required by paragraph (b) above prior to the time set for bid opening, shall be considered non-responsive.

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|---------------------------|--|----------------|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> |                | <b>Page 44 of 44</b> |
|                           | <b>PIIN/SIIN</b> W58RGZ-07-R-0557                | <b>MOD/AMD</b> |                      |

**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

rIf the provision requires additional or unique information, then that information is provided immediately after the provision title.